Pêches et Océans Canada Fisheries and Oceans Canada **†**

Public Works and Government Travaux publics of Services Services Canada gouvernementaux Canada

Fishenies and Oceans Canada Procurement Hub 201 Bishop Drive Fredericton, New Brunswick ESC 2M6

CONTRACT - CONTRAT

You are nequested to self to the Majesty the Queen in right of Canada, in accordance with the letters and confidence as out herein, referred to entering a stacked herein, and supplies and services letted herein and on any attached sheets at the price or prices are out therefor.

Nous vous demandens de vendra à Sa Najesté la Raine du chef du Canada, aux conditions enemotes ou reclusas par referance dans les présentes et aux anvasses d'jointau, les articles et les services enumeres dans les présentes et au toute faujle d'ameries, auf it pers indiutef) in

ime, title of person authorized to sign (type or punk)/
om et titre du signataire autorisé (cépactère d'impression) Signature SR APPOUNTEXEUTIVE The vendor hereby accepts this contract to Countsigns' accepts in present contract JOSEE MM, ILET

Ratum signed copy forthwith . Priera de retourner une copie dûment signee immédistement

Altis Professional 102 Bank Street, Suite 302 Octawa, ON KIP SN4

Attn: Josee Mailiet

PWGSC-TPSGC 9400-10 (02/97)

Apr 30, 2019 (506) 452-3676 For the Manage . Page 16 Ministre (506) 452-3518 Total est. cast . Cout total est. \$107,325.00

F5211-190063 Conctrat No. - Nº du Contrat

Information Act / Document divulgué en vertu Document Released Under the Access to

de la Loi sur l'accès à l'information.

Invokes - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'onginal et deux copies à: Senal No. Nº de sáne ъ**∛** Fascimile No. N° de télécopeur Goods and Services Tax - Taxe sur les produits et services 60185-541-120-4421-00000-6 Page Address inquiries to: Adresser zoute dervande de renseignements à PWGSC File No. - Nº de référence des TPSGC F5211-190063 2019-04-30 Financial Code(s) - Code(s) financier(s) } § 5 Fishenes and Oceans Canada 200 Kent Street Ottawa, ON KIA 0E6 Requisition No. - Nº de la demande Date of Contract · Date du contrat Contract No. · Nº du contrat Emmanuelle Porter Contracting Officer Order Office Bureau demandeur FP811 Telephone No. N° de telephone Destination F.O.B. - F.A.B. See Herein Duty - Droits Excluded Included Desbration

Canada

Conctrat No. - Nº du Contrat : F5211-190063

THS - SA

For the requirement of

Classifications Stream 5 Sub-Stream 5.a - Auditor - Advanced

For the

Department of Fisheries and Oceans Canada Contract # F5211-190063

Contracting Authority: Emmanuelle Porter Email: Emmanuelle.porter@dfo-mpo.gc.ca



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6.1 Security Requirements

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED
 information, assets or sensitive work site(s) must EACH hold a valid personnel security
 screening at the level of SECRET, granted or approved by CISD/PWGSC.
- 3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b. Industrial Security Manual (Latest Edition).

To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Regional Security Officer at the Department of Fisheries and Oceans.

In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete the Personnel Identification Form (Confirmation of Security Status) attached to the original solicitation as Appendix "C-1", providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2018-06-01) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to November 30, 2019, inclusive.



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6.5 **Authorities**

6.5.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Name:

Emmanuelle Porter

Title:

Contracting Officer

Department: Directorate:

Fisheries and Oceans Canada Materiel & Procurement Services

Address:

301 Bishop Drive, Fredericton, NB E3C 2M6

Telephone:

506-478-7150

Facsimile:

506-452-3676 E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.qc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 **Project Authority**

The Project Authority for the Contract is:

Name:

Leslie Levita

Title:

Senior Director

Organization: Fisheries and Oceans Canada

Address:

200 Kent Street, Ottawa, ON, K1A 0E6

Telephone:

613-993-4890

E-mail address: Leslie.Levita@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 **Contractor's Representative**

The Contractor's Representative is:

Name:

Ana Palomino

Title:

Director, Professional Services

Organization:

Altis Professional

Address:

102 Bank St., Suite 302, Ottawa, ON, K1P 5N4

Telephone:

Facsimile:

613-230-1623

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E-mail address:

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm per diem price as specified in Annex "B – Basis of Payment" for an amount not to exceed \$107,325.00. Customs duties are and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

- 6.7.1.1 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.2 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ \$107,325.00 Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.



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3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Method of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract:
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.7.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department

SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification SACC Manual clause C0705C (2010-01-11), Discretionary Audit

6.7.5 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);

6.8 Invoicing Instructions

- 6.8.1 Payments will be made provided that:
 - 6.8.1.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: <u>DFO.invoicing-facturation.MPO@canada.ca</u> cc: <u>Valerie.Cherry@dfo-mpo.gc.ca</u>

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement:
- (b) the general conditions <u>2010B</u> (2018-06-21), General Conditions Professional Services (Medium Complexity) apply to and form part of the Contract;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated April 17, 2019

6.12 Procurement Ombudsman

- 6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.
- 6.12.3 For further information, the Contractor may refer to the following PWGSC site:

http://www.tpsqc-pwqsc-gc-ca/app-acq/cndt-cndct/contexte-context-eng.html

6.13 Insurance G1005C (2016-01-28)

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.14 SACC Manual Clauses - Termination on Thirty Days' Notice

- 6.14.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
- 6.14.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.



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6.15 Replacement of Specific Individuals

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

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ANNEX "A" - STATEMENT OF WORK

1.0 TITLE

Auditor Advanced - THS SA - Sub-Stream 5A

2.0 OBJECTIVE

The Internal Audit Directorate (IAD) is seeking the services of an Internal Auditor Advanced to provide assistance to the Professional Practices Unit (PPU) in the development and implementation of the Quality Assurance Improvement Program (QAIP).

3.0 BACKGROUND

Fisheries and Oceans Canada's IAD supports the Deputy Minister in his role as accounting officer by contributing directly and proactively to improving risk management, control and governance. It provides independent, objective assurance and advisory services designed to add value and improve the Department's operations.

In order to contribute to the delivery of its commitments identified in Fisheries and Oceans Canada's Risk-Based Internal Audit Plan, the IAD has to establish an effective QAIP. The QAIP provides reasonable assurance to the various stakeholders of the IAD, that the audit teams perform its work in accordance with its charter, which is consistent with the Institute of Internal Auditors' International Professional Practices Framework and the TB Policy on Internal Audit, and the team operates effectively and efficiently and is perceived by stakeholders as adding value.

4.0 DESCRIPTION OF RESOURCE

Advanced Auditor - THS SA - Sub-Stream 5a

Manages the development and implementation of the QAIP by developing and leading quality reviews of audits projects as well as providing advice and suggestions for improvements to the audit procedures and processes. The Audit Manager will also participate in the conduct of an internal assessment of the internal audit function.

At the end of each phase of audit engagements, conducts the quality assurance and reports to audit project managers and the Senior Director of Internal Audit the results of the review. Resolves any issues with the audit team and provides an overall opinion on the quality of the audit projects to the Project Authority. Provides advice to the Project Authority on ways to improve audit methodology and Quality Assurance practices.

5.0 SCOPE OF WORK

5.1 <u>Stream 5A: Auditor – Advanced</u>

Auditors maintain a wide variety of capabilities complimented by varying degrees of education and experience, related directly to financial, program or Information Management/Information Technology governance audit tasks. The auditor must be able to work under tight timelines and with sensitive data, possesses appropriate accounting skills and be able to communicate and interact with all levels within an organization. A strong commitment to quality, people, processes, policies and confidentiality is also required.



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Audit tasks relate to the daily internal operations of the government's departments and agencies. These tasks require experience using audit tools and methodologies, strong accounting acumen, and require experience with government audit practices and procedures.

Typical duties may include:

- Providing advice and guidance to clients concerning audit initiatives (including audit principles, objectives and scope), and relevant audit policies
- Conducting research and consultations with other stakeholders to identify expectations
- Preparing and reviewing working papers as evidence for observations
- Developing processes to manage audit committee business, briefings, and materials
- Providing advice concerning accountability for projects within an audit context or framework
- Providing advice regarding effective audit and management practices
- · Performing complex financial audits or coordinating financial audit activities
- Evaluating and reporting on the adequacy of departmental financial control practices
- · Performing program review and program audit related tasks and functions
- Performing Information Management/Information Technology (IM/IT) governance audit tasks

5.2 TASKS

The scope of the work will include, but not be limited to, the following:

- 1. Managing the development and implementation of the QAIP
- 2. Participate in the conduct of an internal assessment of the internal audit function:
- 3. Establish a framework for conducting Quality Assurance Reviews;
- Conduct Quality Assurance reviews of audit projects according to Internal Auditing Standards;
- Consolidate overall findings resulting from Quality Assurance reviews and debrief audit teams;
- Provide advice and suggestions for improvements of the audit procedures and processes currently being used by IAD;
- Assist in reviewing and updating the government documents, audit processes and manuals guiding the internal audit function; and,
- Report progress on a bi-weekly basis to the Project Authority responsible for overseeing the assigned work.
- Utilizing TeamMate to record work, prepare working papers and monitor the progress of Quality Assurance Reviews.
- 10. Recording time using the time reporting module in TeamMate
- Using other tools and templates to conduct quality assurance reviews of internal audits and consulting engagements.

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5.3 APPROACH AND METHODOLOGY

The work shall be conducted in accordance with DFO's Internal Audit Procedures Manual, Treasury Board Policy on Internal Audit and the International Standards for the Professional Practice of Internal Auditing.

5.4 **METHOD OF ACCEPTANCE**

- The Contractor must return to the Project Authority all drafts (soft and hard copy), working papers, research material, and other materials produced in relation to the project.
- Deliverables must be in English in both hard copy (paper) and electronic format using a Microsoft platform. The Internal Audit Directorate will be responsible for translating the deliverables, as needed.

6.0 CLIENT SUPPORT

The DFO is responsible for the following in support of the contract:

- Provision of suitable office space, when required, to attend meetings, consult and review documentation with the Project Authority and DFO staff.
- o Provision of all required DFO referenced material for the conduct of the audit.
- Provision of computer equipment for access to relevant working paper materials kept electronically.

7.0 **DELIVERABLES AND TIMELINES**

Deliverables and timelines will be discussed/decided by the Director, Professional Practices.

LEVEL OF EFFORT 8.0

The level of effort required of the Internal Audit Manager is estimated at 100 days over the course of the period, approximately 5 days per week. It is estimated that the work will begin on April 15, 2019 and end on August 31, 2019.

WORK LOCATION 9.0

The location where the work is conducted is at the DFO Facility located at 300 Laurier Avenue West, Ottawa, Ontario. The Contractor is expected to attend meetings, consult and review documentation with the Project Authority and Fisheries and Oceans Canada (DFO) staff, as required. The Project Authority will arrange suitable facilities at the Internal Audit Directorate (IAD) site, when required. The Internal Audit Directorate will also provide computer equipment only for access to relevant working paper materials kept electronically.

TRAVEL AND LIVING EXPENSES 10.0

There are no travel requirements for this contract.

11.0 LANGUAGE OF WORK

All requirements for completion of the project will be conducted in English.

The proposed resource must be fluent in English. Fluent is defined as Written, Verbal, and Comprehension at advanced level.

Legend	Oral A person speaking at this level can: ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to	Comprehension A person reading at this level can: fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of	Written A person writing at this level can: write isolated words, phrases, simple statements or questions on
	routine work situations.	information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.	very familiar topics using words of time, place or person.
intermediate	A person speaking at this level can: sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and explanations.	A person reading at this level can: grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas.	A person writing at this level can: deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	A person speaking at this level can: support opinions; and understand and express hypothetical and conditional ideas	A person reading at this level can: understand most complex details, inferences and fine points of meaning; and have a good comprehension of specialized or less familiar material.	A person writing at this level can: write texts where ideas are developed and presented in a coherent manner.

ANNEX "B" BASIS OF PAYMENT

A- Contract Period (From Contract Award to November 30, 2019)

The Contractor will be paid firm daily rate as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource Category	All-inclusive fixed Per-Diam Rate (A)	Volumetric Data* (estimated) (B)	Total C= (A*B)
5.a – Auditor Advanced Name: Rob Kazubinski			\$107,325.00

^{*}The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.



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ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

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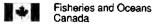
Page 15 of - de 16



Fisheries and Oceans Canada Pêches et Océans Canada

Contract No. - Nº du Contrat : F5211-190063

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PURCHASING OFFICE -BUREAU DES ACHATS

Procurement Hub | Centre d'approvisionnement Fisheries and Oceans Canada | Pêches et Océans Canada 200 Kent Street | 200 rue Kent Ottawa, ON K1A 0E6 Email - courriel: <u>Jessica pickard@dfo-mpo.qc.ca</u>

CONTRACT - CONTRAT

You are requested to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous vous demandons de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, services et construction énumérés dans les présentes, et sur toute feuille ciannexée, au(x) prix indiqué(s).

For the Contractor-Pour le fournisseur

Comments: - Commentaries:

Altis Professional 102 Bank St. Suite 302 Ottawa, Ontario K1P 5N4

Title – Sujet Internal Audit Proje	ect Manager	Date May 13th 2019				
Contract No. FP802-190045						
Client Reference N FP811-190001	No No. de référence du clien	it				
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty - Droits See herein — Voir ci-inclus				
300 Laurier Ave. W Ottawa, Ontario	ods and Services – Destination	ns des biens et services				
Invoicing See herein — Voir	ci-inclus					
Address Inquiries Adresser toute der Jessica Pickard	to – nande de renseignements à					
Email – courriel: Jessica.pickard@	dfo-mpo.gc.ca					

Delivery Required – Livralson exigée See herein — Voir ci-inclus	Delivery Offered – Livralson proposée
Telephone No. – No. de téléphone 343-548-5011	Facsimile No. – No. de télécopieur
Total Estimated Cost - Coût total estimatif \$ 97,725.18 Taxes Excluded	Currency - Devise CAD
For the Minister - Pour le Ministre Pickard, Jessica	Digitally signed by Pickard, Jessica Date: 2019.05.16 15:04:21 -04'00'
	Date

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Solicitation No. - N° de l'invitation FP802-190045 Client Ref. No. - N° de réf. du client FP811-190001 Amd. No. - N° de la modif.

File No. - N° du dossier FP802-190045 Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.0 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A.

2.0 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines /standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.0 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3.1 Subsection 12 of 2025 (2018-06-21), General Conditions - Higher Complexity - Services – Invoice submission, is amended as follows:

Delete: 2035 12 (2013-03-21) Invoice submission

Insert: Invoice submission

- 1. Invoices must be submitted in the Contractor's name to <u>DFO.invoicing-facturation.MPO@dfo-mpo.gc.ca</u>. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. Note: Invoice will be return to the Contractor if that information is not provided);
 - Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. deduction for holdback, if applicable;
 - k. the extension of the totals, if applicable; and
 - if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are

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CCC No./N° CCC - FMS No./N° VME

zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract

4.0 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

5.0 Security Requirement

The following security requirement (SRCL and related clauses provided by the Contract Security Program apply and form part of the Contract:

Security Requirement for Canadian Supplier:

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing
 Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of secret, issued
 by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada
 (PSPC)
- The Contractor/Offeror personnel requiring access to protected/classified information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of secret as required, granted or approved by CISD/PSPC
- The Contractor/Offeror must not remove any protected/classified information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
- 4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PSPC
- 5. The Contractor/Offeror must comply with the provisions of the:
 - 1. Security Requirements Check List and security guide (if applicable), attached at Annex C.
 - 2. Industrial Security Manual (Latest Edition)

The Company Security Officer (CSO) must ensure through the <u>Contract Security Program</u> that the Contractor and proposed individuals hold a valid security clearance at the required level.

6.0 Term of Contract

6.1 Period of the Contract

The period of the Contract is from date of Contract to October 31st 2019 inclusive.

6.2 Termination on Thirty Days Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

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In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

7.0 Authorities

7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jessica Pickard

Title: Senior Contracting Officer

Department: Fisheries and Oceans Canada Address: 200 Kent St. Ottawa, Ontario

Telephone: 343-548-5011

E-mail address: Jessica Pickard@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.2 Project Authority

The Project Authority for the Contract is:

Name: Leslie Levita

Title: Senior Director, Internal Audit

Organization: Fisheries and Oceans Canada

Address: 300 Laurier Ave. W. Telephone: 613-993-4890

E-mail address: Leslie.Levita@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.3 Contractor's Representative

The Contractors Representative for the Contract is:

Name: Ana Palomino

Title: Director, Professional Services Organization: Altis Professional Address: 102 Bank Street Telephone: 613-230-5350

E-mail address:

8.0 Payment

8.1 Basis of Payment

8.1.1 Limitation of Expenditures

File No. - N° du dossier FP802-190045 CCC No./N° CCC - FMS No./N° VME

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$97,725.18. Customs duty are included and Applicable Taxes are extra.

8.1.2 Canada's Total Liability

- A. Canada's total liability to the Contractor under the Contract must not exceed \$97,725.18. Customs duties are included and Applicable Taxes are extra.
- B. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - 1. when it is 75 percent committed, or
 - 2. four (4) months before the Contract expiry date, or
 - 3. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

C. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

8.1.3 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

8.1.4 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instruments:

- a. MasterCard Acquisition Card;
- b. Direct Deposit

8.2 Discretionary Audit

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C0705C (2010-01-11), Discretionary Audit

8.3 Time Verification

C0711C (2008-05-12), Time Verification

8.4 Invoicing Instructions

The contractor must submit invoices in accordance woth Subsection 3.1 entitled "invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.

Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@canada.ca and provides the required information as stated in subsection 3.1 above.

8.5 Certifications and Additional Information

8.5.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

8.6 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

8.7 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the General Conditions 2035 (2018-06-21), General Conditions Higher Complexity Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List; and
- (f) the Contractor's bid dated May 3rd 2019

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ANNEX A, STATEMENT OF WORK

1.0 TITLE

Internal Audit Project Manager

2.0 OBJECTIVE

Fisheries and Oceans Canada's Internal Audit Directorate (IAD) requires the services of Project Manager with experience in managing internal audit engagements and a sound understanding of the Treasury Board Policy on Internal Audit.

3.0 BACKGROUND

Fisheries and Oceans Canada's IAD supports the Deputy Minister in his role as accounting officer by contributing directly and proactively to improving risk management, control and governance. It provides independent, objective assurance and advisory services designed to add value and improve the Department's operations.

Due to a number of staff on leave for various lengths of time, the Directorate is currently short a Project Manager to assist in completing the audit engagements identified in the multi-year Risk-based Audit Plan.

4.0 DESCRIPTION OF RESOURCE CATEGORY

4.1 Project Manager/Leader

Manages the project team during the planning, implementation and reporting phases of the audit Work. Ensures that resources are made available and that the project is developed and is fully implemented within agreed time, cost and performance parameters of the Contract. Determines budgetary requirements, the composition, roles and responsibilities and deadlines for the project team. Defines and documents the objectives and scope for the project. Identifies problems impeding successful completion of the project and proposes, develops and implements significantly new or modified audit approaches to solve them. Reports progress of the project to the Project Authority on an ongoing basis and at scheduled points in the life cycle. Meets with auditee management to outline audit objectives and approaches, to gather key perspectives, and to present audit observations and recommendations. Prepares plans, charts, tables and diagrams to assist in presenting or displaying observations and recommendations.

5.0 SCOPE OF SERVICES

The Internal Audit Directorate (IAD) is seeking the services of a Project Manager with a sound understanding of Internal Audit policies and standards to lead and conduct an internal audit engagement. The estimated level of effort will be approximately 5 days per week, for an estimated 667 hours of work.

6.0 TASKS

The Project Manager will be expected to perform, but will not be limited to the following tasks:

- Managing internal audits (assurance, compliance, management practices, internal controls, operational, and value-for-money) of varied subject matter, scope and complexity.
- Acting as the primary point of contact for the Departmental client(s) throughout the planning, conduct and reporting phases of the internal audit engagement.
- Mentoring, developing and training internal audit staff.

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 Developing internal audit and assurance methodologies consistent with Government of Canada internal audit standards.

- Providing advice and guidance to, as well as conducting consultations with Departmental clients regarding internal audit services and identify expectations
- Preparing and reviewing working internal audit working papers and ensure evidence gathered is sufficient to conclude on audit criterion and audit objectives.
- Supporting staffing processes, including the preparation and evaluation of supporting documentation.
- Supporting as needed in the financial and human resources management of the Internal Audit Directorate (IAD), including planning and oversight.
- Providing advice to the Chief Audit Executive (CAE) regarding IAD project accountability as well as the effectiveness of IAD management practices.
- Participating as needed at quarterly Departmental Audit Committee (DAC) meetings.
- Overseeing and preparing reporting documents for senior Departmental management as well as external assurance providers such as the Office of the Comptroller General of Canada, the Office of the Auditor General, etc.

7.0 CLIENT SUPPORT

- Provide access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.
- Provide access to facilities and equipment (i.e. a workstation with a computer and associated equipment, telephone, etc.).
- Provide access to a staff member who will be available to coordinate activities.
- Provide comments on draft reports within five (5) working days.
- Provide other assistance or support as deemed necessary and agreed upon by the Project Authority and the Contractor.

8.0 DELIVERABLES

- HR / training / staffing plan (Oct 31/19)
- Consultation deck to IA clients (Oct 31/19)
- Audit report guidance (Oct 31/19)

9.0 CONTRACT PERIOD

Contract Award to October 31st 2019

10.0 OFFICIAL LANGUAGES

The contractor must demonstrate the ability to provide services and reports and documentation in either English or French as reuired. The expected level of ability would be demonstrated by meeting, at a minimum, the Intermediate level indicated in the chart below:

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Legend/Légende	Oral	Comprehension	Written
Basic	A person speaking at this level can ask and answer simple questions, give simple instructions and give uncomplicated directions reliabing to routine work effactions.	A person reading at the level can fully understand very simple texts, grasp the main idea of texts about familiar topics, and, read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tests.	A person enting at this level can entile solated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	A person speaking at this level can sustain a conversation on concrete topics, report on actions taken, give straightforward instructions to employees, and, provide factual decriptions end explanations.	A person reading at this level can grasp the main idea of most work-related texts, identify specific details, and, detinguish main from subsidiery ideas.	A person writing at this level can deal with aspitict information on work-related topics since they have sufficient mestary of grammer and vocabulary.
Advanced	A person speaking at this level can support opinions, and understand and express hypothetical and conditional ideas	A person reading at this level can understand most complex details, inferences and fine points of meaning, end, have a good comprehension of specialized or less familier watered.	A person enting at this level can write texts where ideas are develope and presented in a coherent manner

11.0 WORK LOCATION

Work may will take place primarily at 300 Laurier Avenue West as well as the National Headquarters Offices at 200 Kent Street, Ottawa, Ontario.

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ANNEX B, BASIS OF PAYMENT

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees

The Contractor will be paid all inclusive fixed time rates as follows:

	STREAM # Internal Audit	QUOTED ALL- INCLUSIVE PER DIEM RATE (in Cdn \$)	LoE (where applicable)	Total (in Cdn \$)
	Resource Name	A	В	$C = A \times B$
1	Period 1 - Contract Award - October 31st 2019			
1a	Project Manager/Leader Resource: Anne Weldon- Lacroix			\$97,725.18

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

Total Estimated Cost of Professional Fees: \$ 97,725.18

2.0 Cost Reimbursable Expenses

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

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ANNEX C, SECURITY REQUIREMENTS CHECK LIST

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Le fournisseur ainsi que les employes	aurons ils accès à des renseignements ou à des biens	PROTEGES evou CLASSIFIES? Non V O
(Specify the level of access using the of Préciser le riveau d'accès en utilisant	restron collection 7 (c) restrong or collection 7 (c)	
by Will the supplier and its employees (e)	g cleaners, maintenance personnel) require access to	
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Page

Fisheries and Oceans Canada Procurement Hub Fredericton, New Brunswick 301 Bishop Drive

CONTRACT - CONTRAT

You are requested to sell to the Majesty the Queen in right of Canada, in accordance with the terms and confittions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix mdiqué(s).

The vendor hereby accepts this contract Le fournisseur accepte le présent contrat

ACCOUNT EXECUTIVE YSEE MAINET

Vame, title of person authorized to sign (type or print)

Nom et titre du signataire autorisé (caractère d'impression)

Signature

Return signed copy forthwith - Prière de retourner une copie dûment signée immédiatement

Altis Professional

Attn: Josee Maillet

102 Bank Street, 2nd Floor Ottawa, ON K1P 5N4

For the Total est. cost - Coût total est.

Senal No. N° de série 6H310-321-120-4421-8P210-6 PWGSC File No. - Nº de référence des TPSGC F5211-190078 2019-06-07 Financial Code(s) - Code(s) financier(s) ځځ Requisition No. - Nº de la demande Date of Contract - Date du contrat Contract No. - Nº du contrat Order Office Bureau demandeur FP894 Duty - Droits

Included

Destination

F.O.8. - F.A.B.

Goods and Services Tax Taxe sur les produits et services Excluded

Destination

Fisheries and Oceans Canada Aquatic Ecosystems Sector 200 Kent Street Ottawa, ON K1A 0E6 Invokes - Original and two copies are to be made out and sent to: Factures - Remplir et envoyer l'onginal et deux copies à:

See Herein

Address inquirtes to: Adresser toute demande de renseignements à:

Marin McLeod

Contracting Officer Telephone No. N° de téléphone

(506) 452-3676 Fascimile No. Nº de télécopieur (506) 461-3743

\$86,616.00

anada

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PWGSC-TPSGC 9400-10 (02/97)

6.1 Security Requirements

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of secret, issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC)
- This contract includes access to Controlled Goods. Prior to access, the contractor must be registered in the Controlled Goods Program of PSPC
- The Contractor/Offeror personnel requiring access to protected/classified information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABLITY status, confidential or secret as required, granted or approved by CISD/PSPC
- 4. The Contractor/Offeror must not remove any protected/classified information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
- Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PSPC
- 6. The Contractor/Offeror must comply with the provisions of the:
 - Security Requirements Check List and security guide (if applicable), attached at Annex "C"
 - 2. Industrial Security Manual (Latest Edition)

To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Regional Security Officer at the Department of Fisheries and Oceans.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010B (2018-06-01) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2020, inclusive.

Fisheries and Oceans

Pêches et Océans Canada

Contract No.: F5211-190078

6.5 **Authorities**

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:

Marin McLeod

Titte:

Contracting Officer

Department:

Fisheries and Oceans Canada Materiel & Procurement Services

Directorate: Address:

301 Bishop Drive, Fredericton, NB E3C 2M6

Telephone:

506-461-3743 506-452-3676

Facsimile:

E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name:

Jonathan Hill

Title:

Manager, Marine Environmental Quality

Organization:

Fisheries and Oceans Canada

Address: Telephone: 200 Kent Street 343-999-4921

E-mail address: Jonathan.Hill@dfo-mpo.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Name:

Josee Maillet

Organization:

Altis Professional Recruitment

Address:

102 Bank Street, 2nd Floor, Ottawa, ON, K1P 5N4

Telephone:

613-230-5350

E-mail address:

Proactive Disclosure of Contracts with Former Public Servants 6.6

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice, 2012-2 of the Treasury Board Secretariat of Canada.

Fisheries and Oceans Canada Pêches et Océans Canada Contract No. : F5211-190078

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid firm daily rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource Category	Firm Dally Rates
5.f – Policy - Intermediate	
Name: Sabrina Barker	

Total Estimated Cost: \$86,616.00

6.7.1.1 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$86,616.00.
 Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Method of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract:
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.7.4 SACC Manual Clauses

SACC Manual clause <u>A9117C</u> (2007-11-30), T1204 - Direct Request by Customer Department SACC Manual clause <u>C0710C</u> (2007-11-30), Time and Contract Price Verification SACC Manual clause <u>C0705C</u> (2010-01-11), Discretionary Audit

6.7.5 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);

6.8 Invoicing Instructions

- 6.8.1 Payments will be made provided that:
 - **6.8.1.1** The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: <u>DFO.invoicing-facturation.MPO@canada.ca</u> cc: <u>Yvon.Duhaime@dfo-mpo.gc.ca</u>

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6:10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2018-06-21), General Conditions Professional Services (Medium Complexity) apply to and form part of the Contract;
- (c) Annex A. Statement of Work:
- (d) Annex B, Security Requirements Check List:
- (e) the Contractor's bid dated May 24, 2019.

6.12 Procurement Ombudsman

- **6.12.1** The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.
- 6.12.3 For further information, the Contractor may refer to the following PWGSC site:

http://www.tpsqc-pwqsc.qc.ca/app-acq/cndt-cndct/contexte-context-eng.html

6.13 Insurance G1005C (2016-01-28)

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.14 SACC Manual Clauses

SACC Manual clause A0072C (2008-12-12) Termination on Thirty Days Notice

SACC Manual clause A3015C (2014-06-26), Certifications - Contract

SACC Manual clause A9068C (2010-01-11), Government Site Regulations

SACC Manual clause <u>B9028C</u> (2007-05-25), Access to Facilities and Equipment

6.15 Replacement of Specific Individuals

- If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and

- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

ANNEX "A" - STATEMENT OF WORK

1.0 SCOPE

1.1 Title

Policy and Advisory Services - Stream 5f - Policy - Intermediate - Bilingual

1.2 Introduction

The work will be undertaken on-site, in the assigned office at 200 Kent Street, Ottawa. Anticipated level of effort is . The policy officer will be:

- 1. Assisting in the preparation of documents on current and emerging issues, including briefing materials, position papers, speaking points and policy research, etc.;
- 2. Tracking, monitoring and documenting issues related to specific policies;
- 3. Analyzing ongoing policy initiatives and data;
- 4. Assisting in policy review.

1.3 Objectives of the Requirements

With increasing priorities and limited human resources, the Marine Environmental Quality team in the Oceans Management Branch is looking for Temporary Help Services to help with the workload.

1.4 Background, Assumptions and Specific Scope of the Requirement

The Marine Environmental Quality (MEQ) team under Oceans Management Program in Aquatic Ecosystems, Fisheries and Oceans Canada (DFO) works on the management of priority ecosystem stressors in the marine environment. The team's initial focus is to develop at least one non-regulatory or regulatory measure on underwater marine noise and an Oceans Noise Strategy for Canada by 2021-22. In parallel, the program is also developing an updated policy framework with authority under the Oceans Act.

2.0 Requirements

2.1 Activities

Examples of work required include the following:

Task	Deliverables
Coordinate program reporting	 Gather and review input and updates from regional teams for monthly Oceans Protection Plan reporting; Monitor, analyze and summarize ongoing MEQ initiatives; Coordinate approval process; Act as liaison with Oceans Protection Plan secretariat.
Coordinate MEQ working group teleconference calls and workshops	 Preparing meeting material; Prepare meeting reports; Coordinate contracts for facilitator, venue and audio visual; Plan and organise MEQ meetings and workshops, including logistical considerations.
Support work on program development and commitments	 Assist in policy review including the development of a policy framework for the MEQ program; Conduct background research, including the collection and analysis of information; Support leads on various tasks.

Assist communication work	:	Coordinate communications with regions and partners; Assist in preparation of briefing material, reports and
		presentations.

2.2 Specifications and Standards

The work must be in accordance with federal and departmental standards for preparation of correspondence and presentations.

2.3 Technical, Operational and Organizational Environment

Federal government department in a standard office environment.

2.4 Project Management Control Procedures

The individuals identified in the proposal as the Project Authority shall be in regular contact with the resource and organize meetings as needed to ensure work is prepared on time and is of an acceptable quality.

2.5 Change Management Procedures

Any changes to the scope or the project will be handled through discussions and mutual agreement with the contractor and the Project Authority.

3.0 Other Terms and Conditions of the SOW

3.1 DFO Support

DFO will provide:

- Government and departmental policies and reports, studies, etc., as needed;
- a workstation with a computer and associated equipment (e.g., Access software), and a telephone:
- · access to a staff translation services:

3.2 Contractor's Obligations

The resource must complete the deliverables as assigned, to the extent that is feasible in the given time period (recognizing that some limitations will be imposed by the work load of colleagues). The Project Authority shall work with the resource to ensure that the resource's work can proceed as smoothly as possible, and also that adjustments in work items are timelines are made as necessary to accommodate work place realities that are outside the control of the resource. The resource shall maintain regular communications with the Project Authority(ies) for the purposes of the completion of this work.

3.3 Location of Work, Work Site and Delivery Point

The work is expected to be completed in the assigned office at 200 Kent Street, so that the resource will be available for meetings as needed and will have access to the resources outlined above. Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative(s) and other departmental personnel.

3.4 Language of Work

English and French at the Intermediate level. Document translation is the responsibility of DFO.

Legend	Oral	Comprehension	Written
Basic	A person speaking at this level can: ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations.	A person reading at this level can: fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.	A person writing at this level can: write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	A person speaking at this level can: sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and explanations.	 A person reading at this level can: grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas. 	A person writing at this level can: deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	A person speaking at this level can: • support opinions; and understand and express hypothetical and conditional ideas	understand most complex details, inferences and fine points of meaning; and have a good comprehension of specialized or less familiar material.	A person writing at this level can: write texts where ideas are developed and presented in a coherent manner.

3.5 Travel and Living

Travel and Living costs will not be considered.



Fisheries and Oceans Canada

Pêches et Océans Canada Contract No. : F5211-190078

ANNEX "B" SECURITY REQUIREMENTS CHECK LIST

	COMMON-PS-3	SRCL#20
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		urity Classification / Classification de sécurité UNCLASSIFIED
	SECURITY REQUIREMENTS CHECK LIST	(SRCI)
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Ministère ou organisme gouvernomental	of onlying	
a) Subcontract Humber / Humaro dy con	TAX de sous-tratance (3. b) Name and Address of	Subcontractor / Nom et adresse du sous-traitent
Brief Description of Work / Brève descrip	Nicon du travail	
 a) Will the supplier require access to Co. Le fournéeseur sura-t-il accès à des m 		No √ Ye
b) Will the supplier require access to unc	sensitied military technical data subject to the provisions of	the Technical Data Control / No Ye
Regulations? Le fournisseur aura-t-8 accès à des de	onnées techniques militaires non classifiées qui sont assuj	jettles sux dispositions du Réglement
inut le contrôle des dennées technique la findicate the type of access required / fini	147	
	quire access to PROTECTED and/or CLASSIFIED informa	
Le fournisseur ainsi que les employés	suront-its accès à des renseignements ou à des biens PF	stan or essets? ROTÉGÉS et/ou CLASSIFIÉS?
(Specify the level of access using the	chart in Question 7. c)	
b) Will the supplier and its employees (s.	I in labilitary multier trouve it in question 7, c) g. chemical, multitenance personnel) require access to re- termation or assets is permitted.	stricted access areas? No access to / No Ye
PROTECTED and/or CLASSIFIED Inf	ormation or assets le permitted. . nettoyeurs, personnel d'antration) auront-ils accès è des	Non Ou
à des renseignements ou à des biens	PROTEGES et/ou CLASSIFIES n'est pas autorisé.	ZONINO G DECONO (COLONIANO) L DECONO
i. c) is this a commercial courier or delivery	y requirement with no overnight storage? u de livratison commerciale same entreposage de nuit?	✓ No Ye
	e supplier will be required to access / Indiquer to type d'ini	Linux rest Land Vu
Canada /	NATO / OTAN	Foreign / Étranger
b) Release restrictions / Restrictions rela		Foreign / Estainger
No release restrictions	All NATO countries	No release restrictions
Aucune restriction relative	Tous les pays de l'OTAN	Augune restriction relative
		a sa dilizació
Not releasable A ne pas diffuser		
Restricted to: / Limité à :	Restricted to: / Limbé à :	Restricted to: / Umité à
Specify country(les): / Préciser le(s) pays	Specify country(lee): / Préciser te(s) pays .	Specify country(ies): / Préciser le(s) pays ;
.c) Level of information / Niveau d'informa		
PROTECTED A PROTEGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	PROTECTED A
SPOTE CTED II	NATO RESTRICTED	PROTECTED B
PROTÉGÉ B	NATO DIFFUSION RESTREINTE	PROTÉGÉ B
PROTECTED C	NATO CONFIDENTIAL	PROTECTED C
NOTE OF	NATO CONFIDENTIEL NATO SECRET	PROTÉGÉ C
CONFIDENTIAL	NATO SECRET	CONFIDENTIAL
SECRET	COSMIC TOP SECRET	SECRET
BECRET	COSMIC TRES SECRET	SECRET
OP SECRET		TOP SECRET
RÉS SECRET		TRÊS SECRET
OP SECRET (SIGNT)		TOP SECRET (SIGINT)
TRÉS SECRET (SIGINT)		TRÉS SECRET (SIGINT)
TBS/SCT 350-103(2004/12)	Security Classification / Classification de sécu	
	UNCLASSIFIED	Canada

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Fisheries and Oceans Canada Pêches et Océans Canada

Contract No.: F5211-190078

# +#	Government of Ceneda	Gouvernement du Canada
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	Contract Number / Numbro du contrat
	Comment of the land of the first
-	ecurity Classification / Classification de sécurité

8. Will the our Le fourniss If Yes, Indic Dans l'affin	Interest - PARTIT A source option require access to PROTECTI ser aura-L-B access à des rennetgne onte the level of sensitivity: mative, indicaver le niveau de sensiti polior require access to actrement e	ments ou à des blans COMSEC di billià :	leignée PROTÉGÉS eVou C	ASSIFIÉS?	No Yes
	eur aura-t-8 accès à des renseigne			97	No Yes
Short Title(s) of meterial / Titre(s) abrégé(s) de	e matérial :			
Document BART B - PER	Number / Numbro du document RSONNEL (SUPPLIER) / PARTIE	N - PERSONNEL (FOURNISSEN)	3)		
10. a) Person	nel security acreening level require	/ Niveau de contrôle de la sécurit	d du personnel requis	(100)	
V	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL	SECRET SECRET		SECRET 8 SECRET
	TOP SECRET - SIGINT TRÊS SECRET - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIAL	NATO SECRET		MIC TOP SECRET MIC TRES SECRET
	ACCES ALIX EMPLACEMENTS				
	Special comments: Commentatres spéciaux:				
			uia, un guide de classification		R être fourni.
If Yes, v	vil) unscreened personnel be escor diffrmative, le personnel en question	ted?			No Yes Non Oul
	COUARDS (SUPERIORANTE ON A ASSESSMENT)		FROM SECTION		
premipe	isseur sera-t-il tenu de recevoir et				No Yes
	supplier be required to sefeguerd (feeur sera-t-ill tenu de protéger de		DMSEC?		No Yes Non Oul
PRODUCTIO	366				
occur at Les instr	roduction (manufacture, and/or repe the supplier's size or premises? distions du fournisseur servironi-elle ASSIRG?	•		4.4	No Yea Non Oul
DIFORMATIO	NI TECHNOLOGY (IT) MEDIA	SUPPORT RELATIF A LA TECHN	OLOGIE DE L'INFORMATION	(11)	
Le fourni	supplier be required to use its (T eyel on or deter? leseur sens-t4 tenu d'utiliser ses proj ements ou des données PROTEGE	pres wysikimes informatiques pour tr			No Yes Out
Disposer	be an electronic Enk between the era- ra-t-on d'un lien électronique entre le promisée?			igence	No Yes
TRANSPORT		Security Classification / Class			
180/361 301	0-103(2004/12)	UNCLASSI			Canada

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Fisheries and Oceans Canada Pêches et Océans Canada Contract No. : F5211-190078

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Government of Canada

Gouvernement du Canada

CO	MMON-PS-SRCL#20
	Contract Number / Numéro du contrat
_	Security Classification / Classification de sécurité
	UNCLASSIFIED

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	A	•	c	Confedential	SOCRET	Top Shorer	NATO RESTRICTED	HATO CONTRIBUTION	MATO SECRET	COMME		one n		COMPERSIONAL	BECRET	TOP
				Conretains.		Trebs Becaser	MATO DIFFLISION RESIDENTE	MATO COMPENSATES		BRORRY CORRES TRES BRORRY	A	8	c	Сомприни.		Tree Secret
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en diregrana		1	<u> </u>		L											<u> </u>
. a) is the description if Yev, clustel Dans l'affirm « Clustificati	du ly th	trave de fo	um l	é par la prése sy annotating lar le présent	the top a	tS est-elli and botto ire en ind	de natura P om in the are Rouent le nh	ROTEGÉE et e entitled "S	ou CLAS	lessificat		60			√ Non	
b) Will the docu															√ No Non	
If Yee, classification of the classifications	g.e) wite on c	. SE o, ch le sé	CRE	T with Attach ler is prisent	ments). formulai	ire en inc	liquent le niv	reeu de sécu	rité dans	la case is	ntitui	ío.				

Fisheries and Oceans Pēches et Océans

Canada

PURCHASE ORDER

This Purchase Order is made as of the contract award date below between Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter referred to as "Fisheries and Oceans Canada") and the supplier (as named berein).

SUPPLIER - FOURNISSEUR

ALTIS HUMAN RESOURCES (OTTAWA) INC. 102 BANK STREET, SUITE 300 4TH FLOOR OTTAWA, ON KIP 5N4 Canada

COMMANDE D'ACHAT

Cette commande d'ochat est faite en date d'ocuoi de contrat ci-dessous entre Sa Majesté la Reine du chef du Canada (ci-après appelée "Sa Majesté)
représenté par le Ministre des Pêches et Océans Canada (ci-après appelé "
Pêches et Océans Canada") et le Fournisseur (tel qu'indiqué dans les présentes).

IMPORTANT	
This Contract No. must appear on involons, Srl., pácidin containers. La tot, de comirat doit être indiqué sur les factures, les la correspondance ét à l'axiditaur des contenents.	
Contract No./ No. de contrat.	FP858-190019

ISSUED BY - PRÉPARÉ PAR	Contract Award Date/ Date d'octrol de contrat	16-JUL-2019
Ecosystems and Fisheries Management 200 KENT ST. STN. 13N159 OTTAWA, ON KIA 0E6	Address Enquiries to - Adresser toute d	demande à
Tel: 613 617-3765 E-mail: anne boulanger@dfo-mpo.gc.ca	Tel: E-mail:	

This purchase document references Standing Offer Agreement Number /

Ce document d'achat fait référence à un numéro d'entente d'offre à commandes 47419-174847/001/ZG DFO. involcing-facturation. MPO@conada.co SHIP TOP FP858 BILL TO/ EXPÉDIER À FACTURER A: DFO-ACCOUNTS PAYABLE/MPO-COMPTES PAYABLE Ecosystems and Fisheries Management PO BOX 1901, STN A / CP 1901, STN A 200 KENT ST. STN. 13N159 FREDERICTON, NB E3B 5G4 OTTAWA.ON KIA 0E6 Canada Canada Attn: BOULANGER, ANNE

Departmental Fit	nancial Codes - Codes financiers ministériel	Freight Terms - Conditions pour les frais de transport				
62590-480-120-44	03-9FMSI-6	Contract End Date - Date de fin du contrat				
FOB FAR	PST No Nº de TVP Exemption	HST/GST - TPS / Estimated Total Cost - Prix total pro	00.00 CAD			
			as haded y Time enables			

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6	Fisherios and Canada	Ocean

Pèches et Oceans Canada

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PURCHASE	ORL	ER
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COMMANDE D'ACHAT

P.O. No No de commande	
	FP858-190019
Amend. No Nº de modif.	
	0.

The Vendor agrees to provide to Fisheries and Oceans Canada the goods or services identified at the specified prices and in accordance with all terms and conditions of this Purchase order.

Continued/ suite...

ltem no. No Article	Description Description	Delivery Date Dote de livroison	Quantity Quantité	Unf I U de D	Unii Price Prix unitaire	Extended Cost Prix total provu
1	Communications Specialist resource required for the execution of the EFMSI Communications Strategy.	31-MAR-20	8500	EA ICH-EACHIC HACUN	1.00	8.500,00



Le Fournisseur accepte de fournir Pèches et Océanis Canado les biens ou services identifiés dans les présentes en conformité avec les prix spécifiés et avec les modalités de celle continende d'achat.

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COMMANDE D'ACHAT

(Continuation sheet)	(suite)	
	P.O. No Nº de commande	
		FP858-190019
	Amend. No Nº de modif.	
	Anderda 110 11 de modil.	
		0
The following documents form part of this Purchase Order. The supplier recognizes and agrees to all terms and conditions set out in this request, including:	Les documents ci-joints font partie intégral Fournisseur convient et accepte tous les ter cette demande, incluant:	ie de cette commande d'achat. Le tries et conditions tells que décrits dans
		Continued/ suite
FOR THE SUPPLIER - POUR LE FOURNISSEUR	····	
Maillet -	Witgess · Témoin Sujume Littler	July 18/19
Print or type -/imprimer ou dactylographier	Position title - Titre du poste	
JOSEE MAILLET	ST. ACCOUNT	EXECUTIVE
Signature	Witness - Témoin	Detc
Print or type - Imprimer ou ductylographier	Position title - Titre du posie	
APPROVED FOR THE MINISTER - APPROUVÉ POUR L	F MINISTRE	
Signature	Position title - Titre du poste	Date
Mart Nortley		12/17/19
Print or type - Imprimer ou dectylographier	N /	
	Director GFMSI	

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F sheries and Oceans Pêches el Océans Canada

PURCHASE ORDER

Document Released Under the Access to Information Act / Document divulgué en vertu

-		Public Works and Gover Services Canada	rnment	Travaux publics e gouvernementaux			man	Call-u	p Agains	t a Standing	l'information. Offer à commandes
Anne Boulanger Fisheries and Oceans Canada 200 Kent Street, Station 13N173 Ottawa, Ontario K1A 0E6					To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer. Au fournisseur: L'offre à commandes indiquée ci-dessous est acceptée selon						
ALTIS 102 B Suite Ottaw K1P 5 Invoices Each sh must sh Chaque connais: Standing The repréassocié	Signal 302 a Control of Museum 1 The Section of Museum 1 Office 1 Supplies of 1 The Section 1 The Sec	on the sent in accordance with the detailed instructions in the se instructions détaillées dans ent must be accompanied by the following reference number didition doit être accompagnéents et bordereaux d'emballa er No N° de l'offre à commande 19-174847/001/ZG entait de l'utilisateur désignérapprovisionnement et qui	standin s l'offre à a packir ers. de d'un b ge doive ndes er signi ere appi à qui sig détermi	g offer a commandes or delivery slip. All in prodereau d'emballage ont tous porter les numé order. Off Bur. dem FP85 mg the call-up form micable, the place of sene le formulaire de conera, le cas échéant, te	The ad L'adres voices, bills ou de livraiséros de référsition No 19 ust indicate upply for the minande se le lieu d'api	les modalités suivantes : Vous devez fournir les biens ou les services, o indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à comma Seuls les biens ou les services, ou les deux, inclus dans l'offre à comma seront fournis dans la commande subséquente à l'offre à commandes. Security: The call-up includes security provisions. Sécurité : La demande comprend des exigences en matière de sécurité. NO YES If YES, attach a SRCL to the call-up OUI Si OUI, joindre une LVERS à la demande selon : The address shown in the "Ship to" block L'adresse indiquée dans la case « Expédier à » The address shown in the "Ship to" block L'adresse indiquée dans la case « Expédier à » Les instructions particulières ci ces, bills of lading and packing slips Financial Code(s) - Code financier(s) de livraison. Les factures, se de référence suivants. Client Reference No. (optional) N° de référence du client (facultatif)					les services, ou les deux, n établie, et outablie, et ormandes, offre à commandes commandes. a sécurité. a call-up à la demande tions below s particulières ci-dessous
Amendm No de mo	nent		Previous	S Canada, 200 K S Value (\$) récédente (\$)	ent Stre	Value o	increase	or decreas		Total estimated es	xpenditures or revised es estimatives ou révisées
Item No. Nº de l'article				ck No. / Item Description de l'OTAN / Description		l	4	U. of I. U. de d.	Quantity Quantité		Prix calculé
1	Con	mmunications Speci	alist re	esource				ea	1	40000.00	40,000.00
pecial Ins	atruc	tions - Instructions particuli à	res							Total	40,000.00
Name - 1	Vom	For further informa	tion, ca	i - Pour renseigneme	ents supple			ter - Nº de t	éléphona	Delivery required by - (YYYY-MM-DD)	Livraison requise le (AAAA-MM-JJ)
		ulanger				l ele		617-3			9-08-08
Anne Boulanger For internal purposes only - Pour usage interne seulement Pursuant to subsection 32(1) of the Finencial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.				e available.	Appr	oved for the	Minister	- Approuvé po		OVOVENIED AAAA NII ID	

PWGSC-TPSGC 942 (01/2014)